

COUNTY OF YORK, VIRGINIA
REQUEST FOR PROPOSALS
RFP

Issue Date: May 5, 2004

RFP #: 1377

Title: Cellular Telephone Services: Annual Contract

Classification Code: 91575

Issuing Agency: County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd.
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed: County and York County School
Division (YSCD) Agencies

Sealed Proposals Will Be Received Until 5:00 p.m. on June 18, 2004
At Which Time They Shall Be Opened In Public.

NOTES: Nine (9) copies of your Proposal will be required. A pre-proposal conference shall be conducted at 11:00 a.m. on Monday, May 17, 2004, in the Public Safety Bldg., conference room, 301 Goodwin Neck Rd., Yorktown. Attendance is optional; but all Offerors are invited to attend to ask questions of the Owner(s).

All Inquiries For Information Should Be Directed To: T.W. Sawyer, CPPO, Purchasing Agent,
Telephone: (757) 890-3680.

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Request For Proposal, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page).

Name and Address of Firm:

Date:

By: _____

Signature in ink

Title

Zip Code

Telephone No.: ()

Federal Tax ID#

1.0 PURPOSE:

It is the express purpose of this Request for Proposal (RFP) to solicit the services of a fully qualified Offeror (hereinafter “Contractor”) to provide cellular telephone services to the County of York and York County School Division (hereinafter collectively referred to as “Owners”) for a one-year period with four (4) one-year extensions of the contract upon mutual agreement of the Owners and Contractor. Initial quantity of cell phones is expected to be approximately 250 (or more) units (see also Section 9.0 regarding ‘Cooperative Procurement’ which could add additional public entities to use any contract resulting from this solicitation). All potential Offerors should be aware that any contract(s) resulting from this solicitation must be eligible for E-rate funding and an E-rate form 470 has been filed for this solicitation.

2.0 SCOPE:

The Contractor shall provide complete cellular telephone services to the Owners to include all equipment and connectivity throughout the term of the contract. Specifically, required features shall include:

- Digital/Analog service
- Phone/devices must be E911 Phase II compatible
- Local call service throughout Virginia and Washington, DC
- No long distance / toll charges in the Commonwealth of Virginia
- Voice mail services
- Warranty/Maintenance of Equipment
- Priority Access for units designated as Public Safety and Emergency Management
- Multiple Access Plans
- Volume call rate plan (specific breakpoints for differing rates)
- Number portability
- Two (2) separate billing accounts for the Owners’ Accounts Payables offices
- Ability to itemize charges
- Caller ID
- Have the ability on the billing plan to have certain phones restricted from call detail.
- 411
- Discount rates for accessories (i.e. chargers, car kits, antennas, etc.)
- Service plans (provide detail to include ‘seedstock’, plans for activation and change outs)

Desirable Options:

- Push-To-Talk “package”
- Call Forwarding
- Line Blocking (block delivery of phone # on all calls made)
- Call Blocking (selectively block delivery of phone # to caller ID)
- Email
- Web access
- Text Messaging

- Option for employee/personal phones
- “Bundled” units (phone/charger/belt-clip, ‘hands free’ and other accessories)
- Bio-telemetry capable for selected units
- Bank of 25 spare units (for County and YCSD)
- Camera
- Import/Export data (i.e. CDPD, CDMA, etc.)

3.0 COVERAGE:

Coverage of the County (115 sq. miles) and the Owners’ facilities is a key ingredient of this contract. Offerors may provide ‘coverage maps’ of the County with their proposal; but the Owners shall conduct a thorough test of proposed equipment throughout the County and shall be the sole judge whether the Offeror’s coverage is sufficient to meet the Owners’ requirements.

Each Offeror shall provide to the Owners two (2) cellular telephones for not less than two weeks for testing purposes. Owners’ representatives shall use the units throughout the County and rate them on overall coverage.

4.0 EVALUATIVE CRITERIA:

An evaluation committee shall conduct a review of submitted proposals and rank the Offerors based on the following criteria:

EVALUATIVE ELEMENT	WEIGHT
Price (to include per line charge, air-time rates, “roaming” rate, etc.)	30%
Coverage	25
Service	10
Priority Access	25
Billing	10

1.0 PROPOSAL CONTENTS:

Offerors are fully responsible to ensure that all elements of the evaluative criteria are fully covered in their submittal. Failure to include all elements of the Evaluative Criteria in your written proposal may be cause to consider your proposal as ‘non-responsive’ and disqualify you from the competition. Each Offeror shall be contacted by the Evaluation Committee to provide cell phone units for coverage testing (above).

6.0 GENERAL TERMS AND CONDITIONS:

A. FORM:

All responses to a Request for Proposal (RFP) may be on the Offeror’s letterhead or form. Response to an RFP should address all aspects of the request and must include a signature of the offeror. All offers must be submitted in a sealed envelope plainly marked using the RFP number, date and time of receipt of proposals.

B. OPENING DATE/TIME:

Offers and amendments thereto, or withdrawal of proposals submitted, if received by the County after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the Offeror to see that his offer is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic proposals (including FAX) will not be accepted.

C. CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the buyer.

D. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposal, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

E. ANTI-DISCRIMINATION:

By submitting its proposal, Offeror certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

F. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing the proposal, the Offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

G. INDEMNITY AGREEMENT:

The following shall be included in any contract awarded as a result of this RFP: Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the County, its officers, employees, and agents against and save them harmless from all claims,

demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the County, its officers, employees, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractors or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release the County, its officers, employees, or agents from and indemnify and save them harmless from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence in permitting the use thereof.

7.0 GENERAL PROCEDURE:

After evaluation and award, the Owners through their Central Purchasing Office ("Central Purchasing") shall issue a "Notice of Award" to the successful offeror, citing the Contract Number assigned, time period covered, etc.

Individual requests for material/services shall be submitted to Purchasing by the requesting agencies on a Purchase Requisition. Individual Purchase Orders will be issued to the successful vendor referencing the contract number and specifics regarding pick-up or delivery of materials. No release of materials shall be authorized without the use of a purchase order number; either by the receipt of a written copy of the order or a telephone call from the Purchasing Office.

8.0 AWARD OF CONTRACT:

Two or more offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluative criteria stated in the Request for Proposal.

Repetitive informal interviews shall be permissible wherein offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts.

At the conclusion of discussions, outlined above, on the basis of evaluative criteria published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more offerors whose qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the offeror ranked first. If a contract which is satisfactory and advantageous to the public body can be negotiated at a price considered fair

and reasonable, the award will be made to that offeror. Otherwise, negotiations with the offeror ranked first will be formally terminated and negotiations conducted with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

Should the Evaluation Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. (Code of Virginia, 2.2-4301.) At any time during the negotiations, the Purchasing Office may terminate all negotiations and readvertise the requirement.

9.0 COOPERATIVE PROCUREMENT:

This solicitation is being conducted under the provisions of § 2.2-4304 of the Virginia Public Procurement Act (VPPA), “Cooperative Procurement”, as stated, a public body may purchase from another public body’s contract even if it did not participate in the Request for Proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the successful Offeror(s), the contract(s) resulting from this RFP may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contract shall place its own order(s) directly with the successful Contractor(s). The County of York acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Contractor’s responsibility to notify the jurisdictions of the availability of contract(s).

Any Offeror desiring to offer to other jurisdictions under this clause shall so indicate in their response.